

Notice of Changes on the Personal Internet Banking Terms and Conditions

Our existing General Terms and Conditions will be updated with effect from 28 Nov 2019.

Please carefully read the information below to ensure you understand the changes made and how they may affect you.

- I. The original title is revised from “Internet Banking for Personal agreement” to “Terms and Conditions for HSBC Internet Banking – Personal”
- II. The original Clause 1(a) is revised from “(Macau Branch)” to “Macau Branch”.
- III. The original Clause 7(b) is revised

7 (b) Customer understands that the Bank needs to and so authorises the Bank to process, share, store or transmit information about the Customer, the Customer's account(s) and/or the transaction(s) executed by the Bank on the Customer's behalf within the HSBC Group or with any institution or agent or third party used by the Bank in connection with the Services, either located in Macau, Hong Kong or anywhere in the world and as better detailed in Schedule A. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless (a) otherwise required or permitted by any applicable law, regulation or request of any public or regulatory authority; or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the Services.
- IV. The original Clause 18 is revised from “English” to “Chinese”.
- V. The original Clauses 1 to 20 of “Business Internet Banking Service Agreement” are removed.
- VI. New Schedule A of Personal Information Statement are added

Personal Information Statement

Your Privacy Matters to Us

This notice is made by The Hongkong and Shanghai Banking Corporation Limited through its Macau branch (the “Bank”) in accordance with Law 8/2005 and is intended to notify you why personal data is collected, how will it be used and to whom data access requests are to be addressed (the “Terms”).

A. Why we collect your data

- a. From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
- b. Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- c. It is also the case that data are collected from (i) customers in the ordinary course of the continuation of the banking relationship (for example, when customers write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the individual whose data are provided, (iii) information provided by the customer but, directly or indirectly, related to a different person than the account holder to the Bank or to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group, in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services or compliance with any laws, guidelines or requests issued by regulatory or other authorities and (iv) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("HSBC Group" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "member of the HSBC Group" has the same meaning).

B. How your data may be used - Data relating to an individual may be used to:

- i. consider applications for products and services and the daily operation of products, services and credit facilities provided to customers;
- ii. conduct credit checks (including without limitation upon an application for consumer credit (including mortgage loans) and upon periodic or special reviews of the credit which normally will take place one or more times each year);
- iii. create and maintain the Bank's credit and risk related models;
- iv. assist other financial institutions to conduct credit checks and collect debts;
- v. ensure ongoing credit worthiness of customers;
- vi. design financial services or related products for customers use;

vii. market services, products and other subjects as described in paragraph E below;

viii. determine the amount of indebtedness owed to or by customers;

ix. collect of amounts outstanding from customers and those providing security for customers obligations;

x. to the extent possible under local law, meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any member of the HSBC Group to comply with, or in connection with:

1. any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Macau Special Administrative Region ("Macau");
2. any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Macau existing currently and in the future and any international guidance, internal policies or procedures;
3. any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "Authorities" and each an "Authority") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
4. any agreement or treaty between Authorities;

xi. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;

xii. conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;

- xiii. meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
- xiv. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
- xv. any other purposes relating thereto.

C. Disclosure of your personal information - Information held by the Bank, or a member of the HSBC Group relating to an individual will be kept confidential but the Bank or the HSBC Group may provide such information to the following parties for the purposes set out in the preceding paragraph:

- i. any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
- ii. third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
- iii. any Authorities;
- iv. any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
- v. the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- vi. any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
- vii. credit reference agencies, and, in the event of default, to debt collection agencies;
- viii. any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, the preceding paragraph items(x), (xi) or (xii);

- ix. any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
1. any member of the HSBC Group;
 2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
 3. third party reward, loyalty, co-branding and privileges programme providers;
 4. co-branding partners of the Bank or any member of the HSBC Group (the names of such co-branding partners will be provided during the application process for the relevant services and products, as the case may be);
 5. charitable or non-profit making organisations; and
 6. external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in the preceding paragraph item (vii).

Such information may be transferred to a place outside Macau and such location may not offer similar standards of protection as Macau.

D. Data access requests -any individual has the right:

- i. to check whether the Bank holds data about them and of access to such data;
- ii. to require the Bank to correct any data relating to them which is inaccurate;
- iii. to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank; and
- iv. in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.

The Bank may charge a reasonable fee for the processing of any data access request.

E. Use of Data in Direct Marketing

1. The Bank intends to use a customer's data in direct marketing and the Bank requires the customer's consent for that purpose as indicated below. In this connection, please note that:
 - i. the name, contact details, products and other service portfolio information, transaction pattern and behaviour, financial background

and demographic data of a customer held by the Bank from time to time may be used by the Bank in direct marketing;

ii. the following classes of services, products and subjects may be marketed:

1. financial, insurance, credit card, banking and related services and products;
2. reward, loyalty, co-branding or privileges programmes and related services and products;
3. services and products offered by the Bank's co-branding partners (the names of such co-branding partners will be provided during the application for the relevant services and products, as the case may be); and
4. donations and contributions for charitable and/or non-profit making purposes;

iii. the above services, products and subjects may be provided by or (in the case of donations and contributions) solicited by the Bank and/or:

1. any member of the HSBC Group;
2. third party financial institutions, insurers, credit card companies, securities and investment services providers;
3. third party reward, loyalty, co-branding or privileges programme providers;
4. co-branding partners of the Bank and the HSBC Group (the names of such co-branding partners will be provided during the application of the relevant services and products, as the case may be); and
5. charitable or non-profit making organisations;

iv. in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph E (1i) above to all or any of the persons described in paragraph E (1iii) above for use by them in marketing those services, products and subjects;

v. the Bank may receive money or other property in return for providing the data to the other persons in paragraph E (1iv) above, the Bank will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If, at any time, a customer does not wish the Bank to use or provide to other persons his/her data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying the Bank through the contacts referred below.

During office hours on (853) 8599 2256 or Internet Banking Customer Service Hotline: (853) 8599 2882.